

M/027/006  
file

September 23, 1993

RECEIVED

SEP 23 1993

DIVISION OF  
OIL, GAS & MINING

Mr. D. Wayne Hedberg  
Permit Supervisor/Reclamation Hydrologist  
Division of Oil, Gas & Mining  
Department of Natural Resources  
State of Utah  
3 Triad Center, Suite 350  
Salt Lake City, UT 84180-1203

Dear Wayne:

Attached are **two(2) copies of the Reclamation Contract and Surety Bond for** Continental Lime's Cricket Mountain Quarry. Both copies have been duly executed and signed by Continental Lime and the surety company.

It is my understanding that the Division of Oil, Gas & Mining will review the Reclamation Contract and Bond at their regular monthly meeting on October 27th. Please have the review board sign both original copies and return to me the copy marked "CLIENT'S COPY".

Please contact me prior to the review meeting if you need any additional information.

Sincerely,



David J. Krohn  
Mining Consultant for Continental Lime Inc.  
8834 Piper Lane  
Sandy, UT 84093

sent  
to Dave  
11/1/93

cc: Bill Dodge - CLI  
Glen Bryant - CLI  
Don Wakin - CLI

FORM MR-RC  
Revised May 28, 1993  
RECLAMATION CONTRACT

File Number M/027/006

Effective Date 10/28/93

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECEIVED

SEP 23 1993

DIVISION OF  
OIL, GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

M/027/006

High Calcium Limestone

"MINE LOCATION":  
(Name of Mine)  
(Description)

CRICKET MOUNTAIN QUARRY

32 miles southwest of Delta, UT,  
then 6.5 miles west of Hwy 257,  
Millard County, UT

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

*permit area 26 acres*  
169 Acres

(refer to Attachment "A")

"OPERATOR":  
(Company or Name)  
(Address)

CONTINENTAL LIME INC.

670 East 3900 South

Suite #200

Salt Lake City, UT 84107

(801) 262-3942

(Phone)

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

John S. Kirkham

201 South Main

Suite 1100

Salt Lake City, UT 84111

(801) 578-6956

"OPERATOR'S OFFICER(S)":

John B. Jordon - President

William E. Dodge - Exec. V.P. & COO

Glen A. Bryant - V.P. & Gen'l Mgr.

Wayne J. Wagner - V.P. Finance & Sect'y

"SURETY":

(Form of Surety - Attachment B)

SURETY BOND

"SURETY COMPANY":

(Name, Policy or Acct. No.)

AETNA CASUALTY AND SURETY COMPANY

"SURETY AMOUNT":

(Escalated Dollars)

\$ 293,100.00

"ESCALATION YEAR":

1998 \$'s

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between CONTINENTAL LIME INC the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/027/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated November 29, 1979, and the original Reclamation Plan dated November 29, 1979. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as



amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

WILLIAM E. DODGE

Authorized Officer (Typed or Printed)

W. Dodge

Authorized Officer's Signature

Sept 13/93

Date

SO AGREED this 27th day of October, 1993.

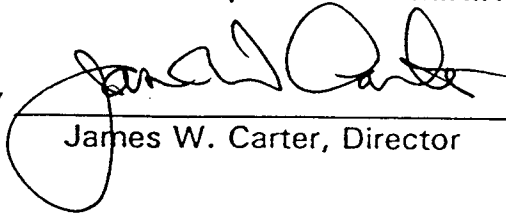
AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY Dave D. Lauriski

Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

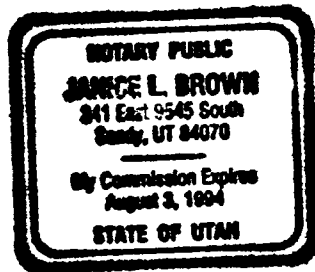
By

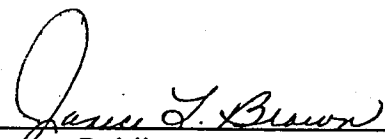
  
James W. Carter, Director

10/28/93  
Date

STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

On the 28<sup>th</sup> day of October, 19 93, personally  
appeared before me, who being duly sworn did say that he/she, the said  
JAMES W. CARTER is the Acting Director of the  
Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah,  
and he/she duly acknowledge to me that he/she executed the foregoing document  
by authority of law on behalf of the State of Utah.



  
Notary Public  
Residing at: Sandy, Utah

August 3, 1994  
My Commission Expires:

OPERATOR:

CONTINENTAL LIME INC.

Operator Name

By William E. Dodge - Exec. V.P. & COO

Corporate Officer - Position

Date

Sept 13/93

Signature

STATE OF UTAH )

) ss:

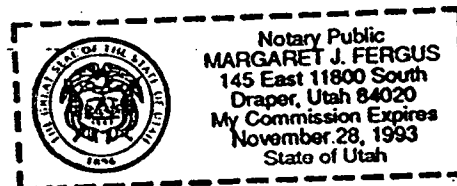
COUNTY OF SALT LAKE )

On the 13th day of SEPTEMBER, 19 93, personally appeared before me WILLIAM E. DODGE who being by me duly sworn did say that he/she, the said WILLIAM E. DODGE is the Exec. V.P. & COO of CONTINENTAL LIME INC. and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said WILLIAM E. DODGE duly acknowledged to me that said company executed the same.

Margaret J. Fergus  
Notary Public

Residing at: Salt Lake City, Utah

November 28, 1993  
My Commission Expires:





SURETY:

AETNA CASUALTY AND SURETY COMPANY  
Surety Company

By HENRY HAGEMAN, ATTORNEY-IN-FACT  
Company Officer - Position

AUGUST 16, 1993  
Date

  
Signature

PROVINCE OF BRITISH COLUMBIA  
~~STATE OF~~ ) ss:  
COUNTY OF )

On the 17<sup>th</sup> day of AUGUST, 19 93, personally  
appeared before me HENRY HAGEMAN who  
being by me duly sworn did say that he/she, the said HENRY HAGEMAN  
is the ATTORNEY IN FACT of AETNA CASUALTY AND SURETY COMPANY  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
HENRY HAGEMAN duly acknowledged to me that said  
company executed the same.

  
Notary Public  
Residing at: VANCOUVER, B.C.

DOES NOT EXPIRE  
My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

CONTINENTAL LIME INC.

Operator

M/027/006

Permit Number

CRICKET MOUNTAIN QUARRY

Mine Name

MILLARD

County, Utah

The legal description of lands to be disturbed is:

Mining Claim "INA" No. 41 - SE $\frac{1}{4}$  Section 25, T21S, R10W, SLB&M  
Mining Claim "INA" No. 42 - " " " " " "  
Mining Claim "INA" No. 43 - " " " " " "  
Mining Claim "INA" No. 45 - " " " " " "  
Mining Claim "INA" No. 46 - " " " " " "  
Mining Claim "INA" No. 47 - " " " " " "  
Mining Claim "INA" No. 48 - " " " " " "

Mining Claim "INA" No. 36 - SW $\frac{1}{4}$  Section 25, T21S, R10W, SLB&M  
Mining Claim "INA" No. 39 - " " " " " "  
Mining Claim "INA" No. 40 - " " " " " "

State Lease ML-35572 - W $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 36, T21S, R10W, SLB&M

The boundaries of the disturbed areas under Contract and Bond are shown on the attached "Figure 4.0-2"



# RECLAMATION TREATMENT PLAN

## NORTH WASTE DUMP

1. Regrade northeast slopes of waste dump to 3H:1V
2. Cover top & NE slope w/ 6" of reject fines
3. Cover top & NE slope w/ 6" of topsoil
4. Fertilize & mulch top & NE slope
5. Reseed top & NE slope
6. Leave north slope "as-is"

## UNSTABLE HIGHWALL AREA

1. Regrade unstable area to 2H:1V slope
2. Cover w/ 6" of reject fines
3. Fertilize & mulch
4. Reseed

## RECLAMATION TREATMENT PLAN

## RECLAMATION TREATMENT P

1. "REJECTS STOCKPILE"
1. Regrade north slope to 3H:1V
2. Scarify packed areas & haul roads to 12" depth
3. Cover top & slopes w/ 5" of topsoil
4. Fertilize & mulch
5. Reseed top & slopes

## RECLAMATION TREATMENT PLAN

## TOPSOIL STOCKPILES & MISC. DEVELOPMENT ROADS

1. Regrade & scarify to 12" depth
2. Fertilize & mulch
3. Reseed

## RECLAMATION TREATMENT PLAN

## CRUSHING, SCREENING & STOCKPILE AREAS

1. Remove structures
2. Regrade, contour & scarify
3. Cover w/ 4" of topsoil
4. Fertilize & mulch
5. Reseed

## RECLAMATION TREATMENT PLAN

## QUARRY BENCHES & HIGHWALLS

1. Scarify benches to 12" depth
2. Cover benches w/ 6" of reject fines
3. Fertilize & mulch benches
4. Reseed benches
5. Leave working faces "as-is" per variance of 8/14/89

## RECLAMATION TREATMENT PLAN

## HAUL ROAD FROM QUARRY SWITCHBACK TO PROCESSING PLANT

1. Leave haul road "as-is" per variance of 8/14/89

CONTINENTAL LIME INC.

Cricket Mountain Quarry

Final Reclamation Treatments Ma

FIGURE 4.0.0



# RECLAMATION ESTIMATE

Continental Lime, Inc.

last revision 06/14/93

Cricket Mountain Quarry

filename M27-06.WQ1

M/027/006

Millard County

Prepared by Utah State Division of Oil, Gas & Mining

## Reclamation Details

- This estimate is based on Continental Lime, Inc.'s 2/15/93 response letter
- All quantities & unit costs from Continental Lime's 2/15/93 estimate were used
- The 1992 factor of 1.27% was used in the previous estimate
- The escalation factor for projecting forward is currently 1.42% [not 1.27%]
- The projecting factor is an average of the previous 3 yrs escalation
- NOTE-This subtotal differs from the subtotal in Continental's estimate
- It appears that the Continental subtotal of \$245,335 was incorrect
- Estimated total disturbed acreage = 142.9 acres

Activity	Area	\$
Mobilization/demobilization		6,000
Crusher site reclamation	17 acre	28,620
Rejects stockpile reclamation	27.3 acre	30,290
West waste dump reclamation	20.7 acre	53,120
North waste dump reclamation	1.3 acre	2,230
Cricket Mountain Quarry reclamation	70 acre	106,705
Unstable highwall area reclamation	2 acre	14,640
Explosive magazines & road reclamation	0.7 acre	640
Topsoil stockpiles & misc. roads reclamation	3.9 acre	6,090

Subtotal 248,335

Add 10% contingency 24,834

1993-\$ Subtotal 273,169

Add 5 yr escalation at 1.42% - 19,954

Total 1998-\$ 293,122

Rounded Total in 1998-\$ \$293,100

Average cost per acre = \$2,051

ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

(April 8, 1993)

Bond Number                       
Permit Number M/027/006  
Mine Name Cricket Mtn Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECEIVED  
SEP 23 1993

THE MINED LAND RECLAMATION ACT

SURETY BOND  
\*\*\*\*\*

DIVISION OF  
OIL, GAS & MINING

The undersigned CONTINENTAL LIME INC. as Principal,  
and AETNA CASUALTY AND SURETY COMPANY as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and U.S. Dept. of Interior, Bureau of Land Management  
in the penal sum of Two hundred ninety three thousand one hundred dollars (\$ 293,100.00 ).

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the 29TH day of NOVEMBER, 19 79, that 142.9  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: AUGUST 16, 1993

CONTINENTAL LIME INC

Principal (Permittee)

By (Name typed): William E. Dodge

Title: Executive V.P. & COO

Signature: 

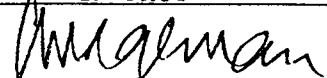
Date: AUGUST 16, 1993

AETNA CASUALTY AND SURETY COMPANY


Surety

By:(Name Typed) HENRY HAGEMAN

Title: ATTORNEY-IN-FACT

Signature: 

SO AGREED this 27th day of October, 19 93.

  
\_\_\_\_\_  
Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.



### AFFIDAVIT OF QUALIFICATION

HENRY HAGEMAN, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) ATTORNEY IN FACT of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed: \_\_\_\_\_

Surety Officer

Title: ATTORNEY IN FACT

Subscribed and sworn to before me this 17<sup>th</sup> day of AUGUST, 1993.

Notary Public

Residing at: VANCOUVER, BRITISH COLUMBIA

My Commission Expires:

DOES NOT EXPIRE

\_\_\_\_\_, 19\_\_\_\_.



## POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint F. Kucman, D. Saltmarsh, S. Mohammed, J. Watt, Henry Hageman, Robert P. Landy, Brian W. Logan, Marjorie A. Dyck or Jill A. Halley - -

of Richmond Hill, Ontario, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto not exceeding the sum of FIVE MILLION (\$5,000,000.00) DOLLARS - -

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President and its corporate seal to be hereto affixed this 25th day of August, 1992



THE AETNA CASUALTY AND SURETY COMPANY

By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

State of Connecticut }  
County of Hartford } ss. Hartford

On this 25th day of August, 1992, before me personally came JOSEPH P. KIERNAN to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie  
Rosalind R. Christie  
Notary Public  
My commission expires March 31, 1993

### CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 16TH day of AUGUST, 1993



By John W. Welch  
John W. Welch

As part of Continental Lime's original permit application(see Appendix "C") a "Description of the Project" was submitted as Attachment 1. Included with Attachment 1 was "Exhibit F - Right-of-Way Serial No. U-43199" as listed on page 15 of the Attachment. Appendix "D" of the revised MRP contains the BLM Environmental Assessment Report and page 27, paragraph 3 of that report states..."I have determined that the proposed access and haul road route be approved as a non-exclusive R/W..."

Appendix "A" of the revised MRP contains a letter dated August 4, 1989 from DOGM to Continental Lime. Page 3 of that letter states that..... The Division will grant a variance from all road reclamation which the BLM has approved for this site....."

The haul road Right-of-Way and the subsequent variance was part of the original approved MRP and is not affected by the revised MRP application for additional acreage for the "West" waste pile.

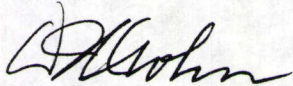
R613-004-113- Surety

R  
L  
Continental Lime will implement "ripping" instead of "scarifying" wherever reference is made to "scarifying" in the revised MRP. Continental Lime will also use the Division's estimated unit cost of \$0.26/CY for adjusting the reclamation cost. These corrections have been incorporated into the narrative in Section 4 and the "Estimate of Reclamation Cost" in Section 5.

Mobilization costs will be incorporated into the "Estimate of 7'S' 7'I\'n Cost" in Section 5.2. The Division estimate of \$6000 will be used.

If you should need any additional information or clarification of this response please contact me at your earliest convenience.

Sincerely,



David J. Krohn  
Mining Consultant  
Continental Lime Inc.